

# UNITED LAGUNA WOODS MUTUAL

## **SUBLEASING INFORMATION FOR SUBLESSORS – CO-OPS**

Revised as of April 2017

The United Laguna Woods Mutual Bylaws define a Sublessee as any person or persons who sublease a Manor from a Member for such period of time and on such forms as authorized by the Board of Directors from time to time (Bylaws: Art II, Sec 3 (f)). A "Manor" is defined as a dwelling unit owned by the Corporation (Bylaws: Art II, Sec 3 (g)). United Mutual Members may sublease their Manor for up to twelve months. A Member may not assign the Occupancy Agreement or sublet the dwelling unit without the prior written consent of the Corporation. Manor subleases may not be shorter than thirty (30) days, and consent to one subletting shall not obligate the Corporation to consent to any other subletting.

### **MEMBER IDENTIFICATION CARDS**

Resident ID cards are collected from Members when they execute a Waiver and Consent form giving up their right to use community facilities. Upon surrender of the card, the Member is given a Non-resident Pass that provides the Member access to the community for the purpose of inspecting the subleased premises. This pass does not permit use of or access to the community facilities.

### **BOARD OF DIRECTORS APPROVAL**

Once a complete **Application for Permit to Sublease Premises** is received by the leasing assistant, it is submitted to the Corporation for approval. Sublessee ID cards are not issued until all paperwork is received and the board of directors has approved the application.

Please allow a minimum of **SEVEN WORKING DAYS** from date of submittal of completed, executed documents for obtaining Corporation approval. Two copies of the Permit will be mailed to the Sublessor or his agent following Board approval. The Member is responsible for providing a copy of the approved Permit to the Sublessee.

The following information is required in order to process the Application for Permit to Sublease Premises:

1. Fully completed documents in the attached packet
2. Check in the amount of \$160.00 made payable to the Golden Rain Foundation (or GRF)
3. Member's Resident ID card
4. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each Sublessee

Sublessee ID cards will be available no sooner than 7 days prior to the sublease start date and only after the Corporation has approved the application. A Waiver of Liability form must be executed by the Sublessor and Sublessee if the Sublessee requires access to the Community prior to the sublease start date.

### **SUBLEASE PERMIT FEES**

Sublease Permit Processing Fee	\$160.00
Sublease Permit Extension	\$ 60.00
United Third Party Monthly Fee	\$ 50.00
GRF Third Party Monthly Fee	\$ 49.00
(Total amount due in advance)	

Additional fees may be applicable; these may include, but are not limited to, a \$25 charge for non-return of Sublessee ID cards.

### **MEMBER RESPONSIBILITY**

Village Management Services, Inc. ("VMS"), agent for the United Mutual Board of Directors assumes responsibility for obtaining Mutual Board approval and issuing Sublessee ID Cards. Payment for chargeable repair services is the responsibility of the Sublessor who must indicate on Authorization for Maintenance Services Work form enclosed whether Sublessee may request such services. Neither the Mutual, nor GRF nor VMS are parties to the terms of the lease, and will not be involved in resolving disputes between Sublessor and Sublessee. All commissions payable to a Realtor and notification to the Realtor upon renewal or extension of a sublease are solely the Member's obligation. At the end of the sublease period, the Member is obligated to return all gate entry passes including ID cards, automobile decals, guest passes, and care provider passes or will be assessed a fee.

**THE LEASING ASSISTANT IS AVAILABLE  
MONDAY THROUGH FRIDAY FROM  
8:00 A.M.- 5:00 P.M.**

**Telephone: (949) 597-4323**

**Mailing Address: Laguna Woods Village, P.O. BOX 2220,  
LAGUNA HILLS, CA 92654**

***Note: There is no mail delivery to the street address.***

**APPLICATION FOR PERMIT TO  
SUBLEASE PREMISES**

**United Mutual - Co-operative**

Manor Address	
Sublessee ID No.	Sublessee ID No.
Sublessee ID No.	
SUBLESSOR'S MAILING ADDRESS	

**PARTIES**

The parties to the Permit are: \_\_\_\_\_ (hereinafter referred to as "Sublessor"), \_\_\_\_\_ (hereinafter referred to as "Sublessee"), and United Laguna Woods Mutual (a California nonprofit mutual benefit corporation.)

**TERMS AND CONDITIONS**

In consideration of the mutual covenants contained herein, the parties hereby agree:

1. The Permit is subject to the terms and provisions of the General Conditions attached and made a part hereof and shall be effective when approved by the Mutual.
2. Sublessor proposes to sublease to Sublessee and Sublessee hires from Sublessor the manor described below, part of a cooperative housing development at United Laguna Woods Mutual, City of Laguna Woods, County of Orange, State of California, more particularly described as manor number \_\_\_\_\_ (hereinafter referred to as "the Manor").
3. The Permit includes exclusive use of Carport # \_\_\_\_\_, Space # \_\_\_\_\_. If Sublessee has more than one automobile, additional off-the-street parking must be arranged. Guest parking spaces are available for visitors of residents on a temporary basis and are not to be used as permanent parking facilities.
4. The terms of this Permit shall be for a period of \_\_\_\_\_ commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.
5. The following persons(s) exclusively will occupy the premises:

NAME (PRINT)	DATE OF BIRTH	SOC. SEC. NO.	PHONE NUMBER

6. Attached hereto and made a part hereof for your information is a Memorandum regarding United Laguna Woods Mutual manors constructed with asbestos-containing materials.
- 7a. Sublessor and Sublessee acknowledge that the Sublessor is obligated to pay certain amounts assessed by the Mutual (hereinafter referred to as the Carrying Charges) pursuant to the governing documents and rules of the Mutual, which Carrying Charges include the benefits of membership in Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation (hereinafter referred to as "GRF".) The Sublessor and/or Sublessee may incur additional optional charges and fees in connection with facilities and services provided by GRF (hereinafter called "GRF Charges".) ALL FEES ARE SUBJECT TO CHANGE BY ACTION OF THE BOARD OF DIRECTORS OF GOLDEN RAIN FOUNDATION.
- 7b. If Sublessor is delinquent in payment of either the Carrying Charges or the GRF Charges, Sublessor and Sublessee each acknowledge and agree that the Sublessor hereby assigns to and confers upon the Mutual, the right, but not the obligation, to collect and retain the rent payable by the Sublessee hereunder, and to apply the same to any delinquent Carrying Charges and GRF Charges, as well as any late fees, attorneys' fees, or other costs and expenses which may be incurred or assessed by the Mutual in connection with the delinquent Carrying Charges or GRF Charges.

**APPLICATION FOR PERMIT TO SUBLEASE PREMISES**

- 7c. Sublessor and Sublessee further acknowledge and agree that the Mutual shall be entitled to directly receive the rent by delivering to the Sublessee at the Manor a notice in the form attached hereto as "Exhibit "A". Upon receipt of such notice, the Sublessee shall directly forward all payments of rent required under the Sublease to the Mutual at the address set forth in the notice until the Sublessee shall receive a second notice to the effect that the Sublessee may again resume making rental payments directly to the Sublessor.
- 7d. Such payments of rent paid directly to the Mutual shall continue until the delinquent Monthly Assessments or GRF Charges and any late fees, attorneys' fees, or other collection costs and expenses incurred by the Sublessor are paid in full. In the event that the payment of rent received by the Mutual is in excess of the amounts owed by the Sublessor, then the Mutual shall refund the difference to the Sublessor within thirty (30) business days of receipt of such rental payment.
- 7e. Sublessor acknowledges and agrees that the Sublessee shall not be in breach of the Sublease solely as a result of making rental payments directly to the Mutual, and further that the Sublessor shall not take any other action or avail itself of any other remedies against the Sublessee under the Sublease or otherwise based on the Sublessee's direct payment of rent to the Mutual following receipt of a notice therefrom.
- 7f. Both Sublessor and Sublessee acknowledge and agree that the Mutual shall not have any obligation either to the Sublessor or the Sublessee to fulfill the duties of the Sublessor or the Sublessee under their lease, nor shall the Mutual have any obligations to any other third party based on its direct receipt of the rent hereunder to cover delinquent Monthly Assessments or GRF Charges, and associated costs and expenses as set forth above. It is specifically agreed that the Mutual is not nor will be assuming any of the responsibility of the Sublessor or the Sublessee to fulfill any of the terms, conditions and covenants between the Sublessor or the Sublessee.
- 8. Sublessee ID Cards shall be issued for a period no longer than the duration of the sublease or a 12 month period, whichever is shorter; and may be eligible for renewal upon extension or renewal of the Permit. At the expiration of the sublease term, Sublessor shall return Sublessee ID Cards, guest passes, and vehicle decals to the Leasing Assistant or a charge will be billed to the Mutual Member.
- 9. Sublessor acknowledges and agrees that the privileges of membership in GRF are granted to Sublessee for the duration of the Permit; and Sublessor hereby surrenders his Resident ID Card and the right to such privileges while the Permit is in effect.
- 10. **SUBLESSOR AND SUBLESSEE AGREE THAT GOLDEN RAIN FOUNDATION ("GRF"), VILLAGE MANAGEMENT SERVICES, INC. ("VMS"), MANAGING AGENT FOR THE CORPORATIONS, AND UNITED LAGUNA WOODS MUTUAL ARE NOT, JOINTLY OR SEVERALLY, PARTIES TO THE PROPOSED SUBLEASE; AND THAT ALL SUBLEASE TERMS PERTAINING TO RENT AMOUNTS, PAYMENT OF RENTS (OTHER THAN THE ASSIGNMENT OF RENTS AS NOTED ABOVE), FEES, REPAIR COSTS AND COMMISSIONS, OR ANY OTHER SUBLEASE STIPULATIONS ARE A MATTER OF CONCERN FOR THE SUBLESSOR AND SUBLESSEE, AND NEITHER UNITED MUTUAL, GRF NOR VMS SHALL BE RESPONSIBLE FOR ANY TERMS THEREIN.**

Sublessee Name (PRINT)	Sublessor Name (PRINT)
Sublessee Signature	Sublessor Signature
Sublessee email	Sublessor email
Sublessee Name (PRINT)	Sublessor Name (PRINT)
Sublessee Signature	Sublessor Signature
Sublessee email	Sublessor email
Date	Date

**CORPORATION APPROVAL OF APPLICATION – PERMIT TO SUB-LEASE PREMISES**

The undersigned, a California nonprofit mutual benefit corporation, hereby issues this Permit to Sub-lease the Premises.  
**FOR UNITED LAGUNA WOODS MUTUAL**

Date \_\_\_\_\_ By \_\_\_\_\_  
Authorized Agent

Application Denied: The Board of Directors of this Mutual Corporation has reviewed this application.	Application Approved: The Board of Directors of this Mutual Corporation has reviewed this application.
<b>AGENT, AGENCY, OWNER EXECUTING PERMIT APPLICATION</b>	<b>NAME &amp; EMAIL</b>
	<b>TELEPHONE NO.</b>

THIS IS A SAMPLE OF THE LETTER WHICH WILL BE SENT TO THE SUBLESSEE IF SUBLESSOR BECOMES DELINQUENT IN PAYMENT OF MONTHLY HOMEOWNER'S ASSESSMENT PAYMENTS

EXHIBIT A

RE: NOTICE TO SUBLESSEE - ASSIGNMENT OF RENTS

Dear

Pursuant to Paragraph 7 of the Application for Permit to Sublease Premises (or Application for Permit Sublease Extension) which you executed on \_\_\_\_\_ as the Sublessee, with \_\_\_\_\_ as the Sublessor, for the premises located in United Laguna Woods Mutual, Manor Number \_\_\_\_\_, you are hereby notified that your monthly rental payment should be made directly to the Golden Rain Foundation, a California nonprofit corporation (hereinafter the "Corporation"), to cover the delinquent assessment payment which your Sublessor owes to the Corporation.

Until you are notified that you may resume making your monthly payments of rent to the Sublessor, you should make your monthly rent payments, commencing with the payment due on \_\_\_\_\_ to the following address:

VMS, Inc.  
Post Office Box 2220  
Laguna Hills, CA 92654-2220

Attn: Manor Payment Representative

**Please make your checks payable to Golden Rain Foundation (or GRF). Please be sure to mail to the P.O. Box address. Do NOT mail to the VMS street address.**

**If you have any questions in connection with this Notice, or the method of making your monthly rental payments to the Corporation, please contact the Manor Payments Representative at (949) 597-4221. A pre-addressed envelope is enclosed for your convenience.**

Sincerely,

Bryan English Accounting  
Supervisor Financial  
Services Division

cc: Sublessor  
Leasing Department

Sent by Certified Mail

P.O. Box 2220, Laguna Hills, CA 92654

SUBLESSOR AUTHORIZATION FOR MAINTENANCE SERVICES WORK	MANOR NO.
	SUBLEASE PERMIT START DATE

Dear United Laguna Woods Mutual Sublessor:

In order for your Mutual Corporation to provide the timeliest service, we request that you complete this authorization form to assist us when repair services are requested for your manor.

Repair services may be requested from the Mutual or an outside repair firm. Please be advised all fees for chargeable repair services performed by the Mutual are the responsibility of the Sublessor, and will be billed to the Sublessor. Collection of charges from the Sublessee is the responsibility of the Sublessor. Services billed directly to the Sublessee include cable TV and High Speed Internet.

Failure to complete this form will result in denial of service in response to Sublessee requests.

1. Is the Sublessee authorized to request repairs on behalf of the member or other work for which there is a charge? (Please note that the member is responsible for all charges incurred by the Sublessee.)  Yes  No

NOTE: In case of an emergency, e.g., water heater leak, refrigerator out, furnace out, lock-out, plumbing stoppage, the Mutual will perform the repair upon request of the Sublessee without prior Sublessor approval.

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**SUBLESSOR/SUBLESSEE ACKNOWLEDGMENT**

I understand the billing policy stated above, and request that this information be kept on file during the sublease period. I will submit a written request for any change to the above information, by mailing such request to the GRF Leasing Office, P.O. Box 2220, Laguna Hills, CA 92654-2220.

Sublessee Name	Sublessor Name
	Telephone No.
Sublessee Signature	Sublessor Signature
Sublessee Name	Sublessor Name
	Telephone No.
Sublessee Signature	Sublessor Signature
Date	Date

# EMERGENCY NOTIFICATION RECORD - LAGUNA WOODS VILLAGE

Please complete and return this form to the Laguna Woods Village Community Center, or mail to:  
Laguna Woods Village Security Division, PO Box 2220, Laguna Woods, CA 92654-2220

## ONE INDIVIDUAL PER FORM

### PLEASE PRINT ALL INFORMATION

Manor # \_\_\_\_\_ Telephone # \_\_\_\_\_ RESIDENT I.D. # \_\_\_\_\_

Resident Name (1 only) \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: This information may be given to hospital personnel upon request.**

Doctor's Name \_\_\_\_\_ Phone # \_\_\_\_\_

### Emergency Contact(s)

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Street Address City State Zip Code

Phone Numbers \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Home Phone Work Phone Cell Phone

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Street Address City State Zip Code

Phone Numbers \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Home Phone Work Phone Cell Phone

Attorney or Trustee Name \_\_\_\_\_ Phone # \_\_\_\_\_

Pet Care Information, Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

**Special Circumstances (OPTIONAL)** You may decide to voluntarily provide this information. If so, please check the conditions that apply to you.

- |  |  |
|--|--|
| <input type="checkbox"/> <b>TDD:</b> Telephone Device for the Deaf   | <input type="checkbox"/> <b>VISION IMPAIRED</b>  |
| <input type="checkbox"/> <b>LIFE LINE</b> or other reporting devices   | <input type="checkbox"/> <b>HEARING IMPAIRED</b> |
| <input type="checkbox"/> <b>DEMENTIA</b> or Memory problems  | <input type="checkbox"/> <b>NON-AMBULATORY</b>   |
| <input type="checkbox"/> <b>LIFE-SUPPORT SYSTEM</b> , including oxygen or dialysis equipment that requires electricity |  |

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Resident Name (1 only) \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: This information may be given to hospital personnel upon request.**

Doctor's Name \_\_\_\_\_ Phone # \_\_\_\_\_

#### Emergency Contact(s)

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Street Address City State Zip Code

Phone Numbers \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Home Phone Work Phone Cell Phone

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Street Address City State Zip Code

Phone Numbers \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Home Phone Work Phone Cell Phone

Attorney or Trustee Name \_\_\_\_\_ Phone # \_\_\_\_\_

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| <input type="checkbox"/> <b>LIFE-SUPPORT SYSTEM</b> , including oxygen or dialysis equipment that requires electricity |  |



MANOR NUMBER:

**UNITED LAGUNA WOODS MUTUAL  
IMPORTANT INFORMATION FOR RESIDENTS  
PLEASE READ CAREFULLY**

**Initial(s)**

- You are moving into an independent-lifestyle & age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare.
- Appearance of the community is important, and residents are required to keep their balconies, patios, walkways, and carports free from clutter.
- When moving into the community, residents are asked to break down and stack moving boxes next to trash dumpsters or at curbside for routine pick-up. Please be advised that there are weight and volume restrictions. A call to Resident Services at (949) 597-4600 can arrange to have excessive moving material hauled away as a chargeable service. When moving out of the community, the seller is responsible for hauling away excessive materials/furniture.
- Members are required to check with the Manor Alterations before making any structural or landscape alteration. Please contact Manor Alterations Department at (949) 597-4616. Contractors' trash must not be put into community dumpsters.

Please note the following residency restrictions:

- Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a resident's home during the absence of the resident.
- Board approval is required for all persons wishing to reside in the community. Contact Community Services at (949) 597-4369 before any change in residency status.
- The maximum number of persons allowed to occupy a manor is equal to the number of original construction bedrooms plus one. There is an additional monthly fee for the 3rd occupant.
- Co-operative manors may not be subleased for more than twelve months and not less than thirty days.
- In Cooperatives, the Mutual is billed directly from the Tax Assessor and the Member reimburses the Mutual through monthly assessment. Tax impound account added to monthly assessments. Members of stock cooperatives are cautioned to prepare for property tax increases in monthly assessments.

I/We, the undersigned, have read the above and agree to comply with the rules of this community.

Signature	Date	Signature	Date
Print Name		Print Name	

Manor No.

**REQUEST TO SUB-LET COOPERATIVE**

PURSUANT TO ARTICLE 7 OF THE OCCUPANCY AGREEMENT, THE UNDERSIGNED MEMBER HEREBY REQUESTS CONSENT OF THE MUTUAL (HEREINAFTER KNOWN AS THE "CORPORATION") TO SUBLET THE MANOR INDICATED ABOVE, FOR A TERM NOT TO EXCEED TWELVE (12) MONTHS.

MEMBER HEREIN AGREES THAT THE SUBLEASE PERMIT APPLICATION SHALL BE ON A FORM PROVIDED BY THE CORPORATION WHICH WILL REQUIRE THE SUB-TENANT TO ABIDE BY THE TERMS OF THE OCCUPANCY AGREEMENT DURING HIS/HER SUB-TENANCY, AND SHALL GIVE TO THE MUTUAL AN IRREVOCABLE POWER TO DISPOSSESS OR OTHERWISE ACT FOR THE SUBLESSOR IN CASE OF DEFAULT UNDER THE SUBLEASE. THE LIABILITY OF THE MEMBER FOR HIS/HER OBLIGATIONS TO THE CORPORATION AND TO THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS, A CALIFORNIA NONPROFIT CORPORATION SHALL CONTINUE NOTWITHSTANDING THE FACT THAT HE/SHE MAY HAVE SUBLET THE DWELLING UNIT WITH THE CONSENT OF THE CORPORATION. THE MEMBER SHALL ALSO CONTINUE TO BE LIABLE FOR ALL OBLIGATIONS UNDER THE OCCUPANCY AGREEMENT AND SHALL BE RESPONSIBLE TO THE CORPORATION FOR THE CONDUCT OF THE SUBLESSEE. CONSENT TO ONE SUBLETTING SHALL NOT OBLIGATE THE CORPORATION TO CONSENT TO ANY OTHER SUBLETTING.

MEMBER'S REASON FOR REQUESTING CORPORATION'S CONSENT TO SUBLEASE IS AS FOLLOWS:

\*RESPONSE REQUIRED\*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUBLESSOR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUBLESSOR SIGNATURE

**AGREEMENT TO WAIVE RIGHT TO USE OF COMMUNITY FACILITIES**

WHEREAS, the undersigned is a Member of the Golden Rain Foundation (the Foundation), and a Member of United Laguna Woods Mutual (the Mutual); and

WHEREAS, incident to membership in the Mutual, the undersigned has signed, or is acting as agent for the member who signed the Occupancy Agreement, entitling the Member to occupancy of a manor in the Mutual as indicated above; and

WHEREAS, incident to membership in the Foundation and the Mutual, and said Occupancy Agreement, the Member is entitled to the use and enjoyment of said community facilities and services provided by the Foundation and the Mutual; and

WHEREAS, the undersigned intends that said manor shall be occupied temporarily by Sublessee(s), and Sublessee(s) shall be entitled to use and enjoyment of facilities and services during his/their temporary occupancy of said manor,

THEREFORE, the undersigned hereby waives all right to use and enjoyment of all those certain community facilities and services provided by Foundation and Mutual.

This agreement shall terminate upon termination of the occupancy by Sublessee, and/or upon transfer of Membership in Foundation or Mutual. No sublease shall exceed twelve months. Further, this agreement shall not alter any obligations of the undersigned, or any rights of the undersigned other than those herein arising from Membership in Foundation or Mutual, or from execution of said Occupancy Agreement.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUBLESSOR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUBLESSOR SIGNATURE

FOR COMMUNITY SERVICES OFFICE USE ONLY

Sublessor ID Card(s) surrendered and on file in Leasing Office by \_\_\_\_\_ Date \_\_\_\_\_



**SUBLESSEE STATISTICAL INFORMATION SHEET**  
**COMMUNITY SERVICES DEPARTMENT**

Manor #:
Sublease Term
From:
To:

PLEASE ATTACH A COPY OF DRIVER'S LICENSE, PASSPORT OR OTHER OFFICIAL IDENTIFICATION FOR EACH SUBLESSEE.

	SUBLESSEE FIRST NAME	LAST NAME	BIRTHDATE	TELEPHONE	RESIDENT ID#
1.					
2.					
3.					
4.					

	PRIOR ADDRESS	CITY	STATE	ZIP	TELEPHONE
1.					
2.					
3.					
4.					

**UNITED LAGUNA WOODS MUTUAL  
PERMIT TO SUBLEASE A MANOR  
GENERAL CONDITIONS**

**1. MEMBER RESPONSIBILITY**

Village Management Services, Inc. ("VMS"), agent for the United Mutual Board of Directors assumes responsibility for obtaining Mutual Board approval and issuing Sublessee ID Cards. Payment for chargeable repair services is the responsibility of the Sublessor who must indicate on Authorization for Maintenance Services Work form enclosed whether Sublessee may request such services. **Neither the Mutual, GRF nor VMS are parties to the terms of the lease between Sublessor and Sublessee, and will not be involved in resolving disputes between Sublessor and Sublessee.** All commissions payable to a Real Estate Professional and notification to the Real Estate Professional upon renewal or extension of a sublease are solely the Member's obligation. At the end of the sublease period, the Member is obligated to return all gate entry passes including ID cards, automobile decals, guest passes, business passes, and care provider passes or will be assessed a fee.

**2. MUTUAL APPROVAL**

**This Permit shall be effective only when approved in writing by an officer of the governing Mutual** and shall be limited to the term specified herein. Any extension or renewal of this Permit shall also require the written approval of Mutual, but Mutual shall not be obligated to approve such extension or renewal.

**3. UNITED MUTUAL AND GOLDEN RAIN FOUNDATION RULES**

This Permit is subject and subordinate to the terms and provisions of the current Governing Documents of the Nonprofit Mutual Benefit Corporations, which include the following:

- Articles of Incorporation; Bylaws; Rules and Regulations
- The Occupancy Agreement for Co-operative Units.
- Board-adopted Operating Rules – See Resident Handbook, Traffic Rules & Regulations, Architectural Guidelines, and Recreation SOP's.

In consideration of the benefits conferred by residency in the Mutual and use of the facilities managed by GRF, the Sublessee and each Co-occupant agree to comply with and be bound by the Governing Documents. Sublessee and each Co-occupant further acknowledge and agree that in the event of any alleged violation of the Governing Documents by the Sublessee or any Co-occupant, each understands that he or she shall be subject to a hearing by the Corporation's Board of Directors and may be assessed a monetary penalty or be the subject of other disciplinary action by the Corporation if the Board determines that an actual violation of the Governing Documents has occurred, or if there is a breach of the Permit.

**3. SUBLESSORS' CONTINUED RESPONSIBILITY; SUBLESSEES' RESPONSIBILITY**

Nothing contained herein shall relieve Sublessor of the performance of any obligation owed to Mutual or GRF under the Governing Documents. Sublessee shall not permit any visitor or guest of Sublessee to violate any obligation of Sublessee, and shall be responsible for fees and/or penalties incurred.

**4. USE OF MANOR; OCCUPANCY**

The manor shall be used and occupied solely as a private residential dwelling and for no other purpose. No person shall reside in a manor, other than those listed on the approved "Application for Permit to Sublease". No business or commercial venture may be conducted in the manor. Section 51.3 of the California Civil Code restricts occupancy to those persons who meet the following criteria:

"Qualified Resident" - the manor shall be occupied by a person who is 55 years of age or older.

"Co-occupant(s)" - All other persons residing in the manor shall be at least 45 years of age unless such person is the spouse, cohabitant or a primary provider of economic or physical support to the Qualified Resident."

"Any primary provider of economic or physical support" - requires approval by the Mutual, after the application and submittal of required certification of need for such provider by the Sublessee. A physician's certification must be submitted on a form acceptable to the Mutual. Care Providers are not considered occupants, and do not enjoy the privileges of use of community facilities.

## **5. GRF SERVICES**

Sublessee and the Co-occupant(s) may use the facilities and receive the services made available by GRF to all Manors. The facilities and services may be modified or discontinued by GRF at any time.

## **6. MUTUAL, GRF FEES**

Sublessee shall be responsible to promptly pay when due, all charges and fees incurred by Sublessee, Co-occupant, guest or invitee for use of facilities or for services rendered by the Mutual or GRF.

## **7. ASSIGNMENT AND SUBLETTING PROHIBITED**

Sublessee shall not assign a Permit or any interest therein and shall not sublet the Manor or any part thereof or any right or privilege appurtenant thereto or permit any other person to occupy or use the premises or any portion thereof without prior written consent of Sublessor and Mutual. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by any other person. Any such assignment or subletting without such consent shall be void and, at the option of Mutual and/or Sublessor, shall constitute a breach of the Permit. The interest of Sublessee in a Permit shall not be assignable by operation of law without written consent of the Mutual.

## **8. ALTERATIONS, REPAIRS AND MAINTENANCE**

Sublessee(s) understand that the manor shall not be altered, repaired or changed without prior written consent of Sublessor and Mutual. Unless otherwise provided by written agreement, all alterations, improvements and changes that may be required shall be done either by or under the direction of Mutual; shall be the property of Sublessor; and shall remain upon and be surrendered with the Manor. Sublessee's personal property is not insured by Sublessor or Mutual.

## **9. RIGHT OF ENTRY**

Sublessee shall permit the Mutual, Sublessor and their respective agents and representatives to enter into and upon the manor at all reasonable times for the purposes of (a) inspection, responding to emergencies, and responding to emergency situations; (b) maintaining the building in which the manor is situated and (c) making repairs, alterations, or additions to any portion of said building, including the erection of scaffolding, props or other mechanical devices. Sublessee shall not be entitled to any abatement of rent payable by Sublessee hereunder or to any rebate of rent to Sublessee or damages for any loss of occupation or quiet enjoyment of the premises on account of any such entry by Mutual or Sublessor.

## **10. LIABILITY FOR DAMAGES**

As a material part of the consideration to be rendered to Sublessor under this Permit, Sublessee hereby waives, to the maximum extent permitted by law, all claims against Sublessor and Mutual for damages to personal property in, upon or about said manor and for injuries to persons in, upon or about said premises from any cause arising at any time.

## **LIABILITY FOR DAMAGES (CONTINUED)**

Sublessee shall hold Sublessor, the Mutual, GRF, and VMS harmless from any liability on account of any damage or injury to person or personal property arising from the use of the manor by Sublessee arising from the failure of Sublessee to keep the manor in good condition as provided herein or failure to perform or observe any of Sublessee's obligations under this Permit. Neither Sublessor, the Mutual, GRF, nor VMS shall be liable to Sublessee for any damage caused by any act or negligence of any other occupant of the same building or by any Member or occupant of adjoining or contiguous property. Sublessee shall pay for all damages to the manor and to the building in which the manor is located, as well as all damage to other occupants thereof caused by Sublessee's misuse or neglect of the premises, equipment, apparatus or appurtenances. All damage or injury done to the manor or to the building in which the manor is located by Sublessee or by any person who may be in or upon the building or the manor with the consent of Sublessee shall be paid for by Sublessee.

### **11. DESTRUCTION OF PREMISES**

In the event of any total or partial destruction of the manor during the term of this Permit from any cause, either Mutual or Sublessor may terminate this Permit by written notice to Sublessee and without liability to Sublessee except that Sublessor shall refund any rent which may have been paid in advance by Sublessee for any period subsequent to the date of any such termination.

### **12. EMINENT DOMAIN**

In the event that the real property upon which the manor is located or any part thereof shall be acquired by any public body, agency or other entity having the power of eminent domain, whether by voluntary sale, threat of condemnation or by judgment of a court in condemnation proceedings, either Mutual or Sublessor may terminate this Permit upon written notice to Sublessee and without liability to Sublessee except that Sublessor shall refund any rent which may have been paid in advance by Sublessee for any period subsequent to the date of any such termination.

### **13. MUTUAL'S RIGHTS AND REMEDIES**

In the event of any breach of this Permit by Sublessee, Mutual shall have the same rights and remedies to enforce this Permit as are available to Sublessor hereunder and may be exercised by Mutual without regard to any exercise thereof by Sublessor and without liability either to Sublessor or Sublessee arising out of or relating to the exercise of such rights and remedies by Mutual. Additionally, the Mutual shall have the same rights to dispossess the Sublessee or otherwise act for the Sublessor as may be necessary or appropriate in the event of any breach of the Permit or the Sublessee's failure to vacate following expiration of the Permit term. The Mutual shall also have the right to bring an unlawful detainer action against the Sublessee after proper notice has been given as provided in California Civil Code Section 1946 or any successor statute thereto.

### **14. TIME IS ESSENCE; WAIVER**

Time is of the essence under this Permit. The waiver by Sublessor, Mutual or either of them, of any breach of any term, covenant or condition of this Permit shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of same of any other rent shall not be construed to be a waiver of any breach by Sublessee of any term, covenant or condition of this Permit. The remedies given herein to Sublessor and to Corporation shall be cumulative and the exercise of any one remedy by Sublessor or by the Mutual shall not prohibit exercise of any other remedy available.

**15. SUBORDINATION**

This Permit is subject and subordinate to the Governing Documents and to any and all covenants, conditions, restrictions, underlying leases, occupancy agreements, mortgages or deeds of trust which may now affect the real property of which the premises form a part, or the underlying leases or occupancy agreements, and to all renewals, modifications, consolidations, replacements and extensions thereof. It is further agreed that this Permit may, at the option of Sublessor and the lender, if any, be made subordinate to any covenants, conditions, restrictions, underlying leases, occupancy agreements, mortgages or deeds of trust which may hereafter affect the real property of which the subleased Manor form a part or affect the underlying leases or occupancy agreements. Sublessee or its successors in interest shall execute and deliver upon the demand of Sublessor or Mutual any and all instruments desired by Sublessor or Mutual subordinating this Permit in the manner requested by Sublessor or Mutual to such covenants, conditions, restrictions, occupancy agreement, mortgage or deed of trust. Mutual is hereby irrevocably appointed and authorized as agent and attorney-in-fact of Sublessee to execute all such subordination instruments in the event Sublessee fails to execute said instruments within five days after notice from Sublessor or Mutual demanding the execution thereof. Said notice may be given in the manner provided herein for giving notice.

**16. NOTICES**

Any notice to Sublessor, Sublessee or Mutual shall be given by personal service or by registered or certified mail addressed to: Sublessor: at the address indicated on the Application form; to Sublessee: at the Manor; and to Mutual: Physical Address: 24351 El Toro Road, Laguna Woods, CA. 92637 or Mailing Address: PO Box 2220, Laguna Hills, CA 92654-2220

**17. PARTIES BOUND**

The terms and provisions contained herein, subject to the provisions governing assignment, shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.

**18. ATTORNEY'S FEES**

If any legal action or proceeding is commenced by either party or Mutual to enforce any part of this Permit, the prevailing party shall recover in addition to all other relief, reasonable attorney's fees and costs.

Sublessee Name	Sublessor Name
	Telephone No.
Sublessee Signature	Sublessor Signature
Sublessee Name	Sublessor Name
	Telephone No.
Sublessee Signature	Sublessor Signature
Date	Date





## Laguna Woods Village.

### NOTICE

TO: MANAGING AGENT EMPLOYEES, CONTRACTORS EMPLOYED BY THE LAGUNA WOODS VILLAGE ASSOCIATIONS, MEMBERS AND PROSPECTIVE PURCHASERS OF DWELLING UNITS AT LAGUNA WOODS VILLAGE, LAGUNA WOODS

FROM: VILLAGE MANAGEMENT SERVICES, INC.

SUBJECT: DISCLOSURE NOTICE: LAGUNA WOODS VILLAGE BUILDINGS CONSTRUCTED WITH ASBESTOS-CONTAINING CONSTRUCTION MATERIALS

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Health & Safety Code 25915.2 and 25915.5 require the Mutual to provide annual notice about the existence of asbestos-containing materials ("ACM") in non-residential "public" buildings in the Mutual to all employees and contractors performing work within said buildings and to all Members of the Mutual.

In addition, the Mutual is required to disclose to new owners, within 15 days of acquiring title to a Manor, the existence of asbestos-containing material in non-residential "public" buildings within the Mutual.

The Managing Agent for the Associations which own or manage the buildings at Laguna Woods Village, Laguna Woods for their Members, hereby notifies all its Employees, Contractors and all Mutual Members and Transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos. The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active Asbestos Operations and Maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by Labor Codes. The Certificates of Analysis for any testing received to date are available to Employees, Contractors, Owners and Tenants and Transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA, between 9:00 a.m. and 5:00 p.m., Monday through Friday.

The following buildings in Laguna Woods Village, Laguna Woods were constructed prior to 1979 and thus may contain asbestos in one or more construction materials: All community facilities buildings (with the exception of Clubhouse Seven, the Mini-Gym at Clubhouse One, the Broadband Services Bldg., the Laguna Woods Village Community Center Bldg., the Vehicle Maintenance Bldg., and a portion of the Warehouse - all constructed after 1979), including Clubhouses and outbuildings, Library, Maintenance Warehouse Bldg., Stables, Gatehouses, Garden Center buildings, all detached laundry buildings, and residential buildings Nos.1 through 5543 inclusive.

At the time most of the buildings in Laguna Woods Village were constructed, asbestos-containing materials met local codes as well as state and federal regulations and were extensively used in *many* building products including but not limited to: ceiling tile, floor tile/linoleum and mastic, textured wall surfaces, sprayed acoustical ceilings, fire doors, structural fireproofing, pipe/boiler insulation, attic insulation, and heating duct material/insulation.

According to the National Cancer Institute and the Environmental Protection Agency, any asbestos in these materials does not present a threat to health so long as the asbestos is not disturbed and does not become airborne.

However, because breathing asbestos has been known in some instances to cause cancer and other forms of lung disease, sanding, scraping, drilling, sawing, crushing, tearing/breaking up, or otherwise disturbing asbestos-containing materials presents a potential health risk. Therefore, you are directed not to perform such tasks in areas with ACM present or suspected unless the area/materials have been tested and found not to contain asbestos or if specifically assigned or contracted to do such work and it is in accordance with all federal, state, and local laws as well as internal guidelines called for in the Asbestos Operations and Maintenance plan and other company safety and environmental policies and procedures.

Managing Agent employees whose work orders require them to construct, repair, maintain or otherwise disturb construction materials that may contain asbestos are hereby directed to follow the current regulations and policies noted above and to wear the required protective equipment, prior to performing such work. Questions concerning instructions and equipment should be directed to the HR/Safety Supervisor at (949) 597-4321.

It is illegal to place asbestos materials or debris in Laguna Woods Village trash dumpsters. Such materials must be disposed of separately in accordance with State and County regulations to avoid fines. Contact the HR/Safety Supervisor at (949) 597-4321 for details.

If you become aware of any asbestos-containing material becoming damaged or otherwise disturbed, please contact Laguna Woods Village Customer Service at (949) 597-4600, or the HR/Safety Supervisor at (949) 597-4321.

January 1, 2016

Village Management Services, Inc.